

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Vincent M. Gasper

**DEFENDANTS**

Schulson Collective, LLC and Michael Schulson

(b) County of Residence of First Listed Plaintiff Montgomery  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Philadelphia  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Fernando I. Rivera, Esquire, Console Mattiacci Law, LLC  
1525 Locust Street, 9th Floor, Philadelphia, PA 9102  
(215) 545-7676

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 U.S.C. § 201 et seq. ("FLSA"), the Pennsylvania Minimum Wage Act, 43 P.S. § 330.101 et seq. ("PMWA"), and Pennsylvania common law

Brief description of cause:

Plaintiff brings this action against Defendants for failure to properly compensate Plaintiff for overtime hours worked.

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

In excess of \$75,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

06/19/2019

FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA

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VINCENT M. GASPER  
Huntingdon Valley, PA

Plaintiff,

v.

SCHULSON COLLECTIVE, LLC  
1525 Sansom Street, 2<sup>nd</sup> Fl.  
Philadelphia, PA 19107

and

MICHAEL SCHULSON  
1525 Sansom Street, 2<sup>nd</sup> Fl.  
Philadelphia, PA 19107

Defendants.

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CIVIL ACTION NO.

JURY TRIAL DEMANDED

COMPLAINT

**I. INTRODUCTION**

Plaintiff, Vincent M. Gasper (“Plaintiff”), brings this action against his former employer Defendant, Schulson Collective, LLC (“Schulson Collective”), and Michael Schulson (“Schulson”) (collectively, “Defendants”). Defendants failed to properly compensate Plaintiff for overtime hours worked in violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), the Pennsylvania Minimum Wage Act, 43 P.S. § 330.101 *et seq.* (“PMWA”), and Pennsylvania common law. Plaintiff seeks all damages allowable under the law.

**II. PARTIES**

1. Plaintiff is an individual and a citizen of the Commonwealth of Pennsylvania.
2. At all relevant times, Plaintiff was a “non-exempt employee” within the meaning

of the FLSA and PMWA.

3. Defendant Schulson Collective is a corporation formed under the laws of Pennsylvania with its principal place of business located in Philadelphia, Pennsylvania.

4. At all relevant times, Defendant Schulson Collective was an “employer” and covered entity within the meaning of the FLSA and the PMWA.

5. Defendant Schulson is an individual and a citizen of the Commonwealth of Pennsylvania.

6. At all relevant times, Defendant Schulson was Defendant Schulson Collective’s Owner and Chief Executive Officer (CEO).

7. At all relevant times, Defendant Schulson was an “employer” within the meaning of the FLSA and the PMWA, and had oversight and discretion with regards to the payment of Plaintiff’s wages, including overtime compensation, and made decisions concerning Defendant Schulson Collective’s day-to-day operations, hiring, firing, promotions, personnel matters, work schedules, pay policies, and compensation.

8. At all relevant times, Defendant Schulson directly or indirectly, directed, aided, abetted, and/or assisted with the creation and/or execution of policies or practices of Defendant Schulson Collective, which resulted in the failure to pay Plaintiff proper overtime compensation.

9. At all relevant times, Defendant Schulson had control over approving the payment of overtime compensation and/or processing payroll relative to Plaintiff.

10. At all relevant times, Defendant Schulson Collective acted by and through Defendant Schulson and its other agents, servants, and employees, each of whom acted at all times relevant in the course and scope of their employment with and for Defendant Schulson Collective.

### III. JURISDICTION AND VENUE

11. The causes of action that form the bases of this matter arise under the FLSA, the PMWA, and Pennsylvania common law unjust enrichment.

12. The District Court has jurisdiction over Counts I and II (FLSA) pursuant to 29 U.S.C. § 210 *et seq.*, U.S.C. § 216, and 28 U.S.C. § 1331.

13. The District Court has supplement jurisdiction over Plaintiff's claims arising under the PMWA (Counts III and IV) and Pennsylvania common law (Count V) pursuant to 28 U.S.C. § 1367(a).

14. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(1) and (b)(2) in that Defendants reside in this district and all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this district.

### IV. FACTUAL ALLEGATIONS

15. Plaintiff began working for Defendants on or around July 5, 2016, and his last day of employment was on or around August 9, 2018.

16. During the course of Plaintiff's employment with Defendants, he worked as a Facilities Director reporting directly to Defendant Schulson, Owner and CEO.

17. At all relevant times, while a Facilities Director, Plaintiff did not possess managerial responsibility, such as control over scheduling, hiring or firing authority.

18. At all relevant times, while a Facilities Director, Plaintiff did not customarily and regularly direct the work of two or more other employees of Defendants.

19. Between July 5, 2016 and June of 2017, Defendants misclassified Plaintiff as a non-exempt employee for overtime purposes and paid him an annual salary of \$65,000 for all hours worked, including all hours worked in excess of forty hours in a given workweek.

20. Between July 5, 2016 and June of 2017, although Plaintiff typically and regularly worked in excess of a forty-hour workweek during the majority of those weeks, Plaintiff was not compensated for any hours worked in excess of the forty hours in a given workweek.

21. Between July of 2017 and his separation from employment, Defendants misclassified Plaintiff as a non-exempt employee for overtime purposes and paid him an annual salary of \$72,500 for all hours worked, including all hours worked in excess of forty hours in a given workweek.

22. Between July of 2017 and his separation from employment, although Plaintiff typically and regularly worked in excess of a forty-hour workweek during the majority of those weeks, Plaintiff was not compensated for any hours worked in excess of the forty hours in a given workweek.

23. Throughout his employment with Defendants, Defendants typically and regularly required Plaintiff to work more than forty-hours per workweek at the request and benefit of Defendants without paying him any additional compensation.

24. Throughout his employment with Defendants, Plaintiff was required to perform work on non-work related projects at Defendant Schulson's home for his personal benefit without paying Plaintiff any additional compensation.

25. Despite actual knowledge of the hours worked by Plaintiff, Defendants willfully failed to pay or approve proper overtime compensation and thus, recklessly disregarded the fact that their conduct was unlawful.

26. By misclassifying Plaintiff as a non-exempt employee for overtime purposes, Defendants knowingly misled Plaintiff to believe that he was ineligible for overtime compensation for his hours worked in excess of forty hours in a given workweek.

27. To avoid compensating Plaintiff for his overtime work, Defendants misclassified him as a non-exempt employee and under compensated Plaintiff for all overtime hours worked between July 5, 2016 and the date of his separation.

**COUNT I**  
**(VIOLATION OF THE FLSA—FAILURE TO PAY OVERTIME WAGES)**  
**PLAINTIFF v. DEFENDANT SCHULSON COLLECTIVE**

28. Plaintiff incorporates herein by reference the above paragraphs as if set forth herein in their entirety.

29. Plaintiff was a non-exempt employee of Defendant Schulson Collective who typically and regularly worked more than an ordinary forty-hour workweek schedule.

30. Defendant Schulson Collective willfully and unlawfully failed to compensate Plaintiff in an amount equal to one and a half times his regular rate of pay for any and all hours that he worked in excess of his regular forty-hour workweek during one or more of those weeks.

31. Defendant Schulson Collective knew that its policies, practices and procedures regarding Plaintiff's uncompensated overtime work violated the FLSA and thus, Defendant Schulson Collective acted voluntary, deliberately, and with reckless disregard to Plaintiff's rights under the FLSA.

32. Defendant Schulson Collective did not act in good faith when failing to pay Plaintiff proper overtime compensation, nor did Defendant Schulson Collective have reasonable grounds to believe that their failure to pay Plaintiff proper overtime complied with the FLSA.

33. As a result of Defendant Schulson Collective's violations of the FLSA, Plaintiff has suffered and will suffer those damages and losses set forth herein.



34. As a further result of Defendant Schulson Collective's violations of the FLSA, Plaintiff is entitled to receive the amount of overtime compensation he is due, back pay, front pay, liquidated damages, attorney's fees, court costs, and prejudgment interest.

**COUNT II**  
**(VIOLATION OF THE FLSA—FAILURE TO PAY OVERTIME WAGES)**  
**PLAINTIFF v. DEFENDANT SCHULSON**

35. Plaintiff incorporates herein by reference the above paragraphs as if set forth herein in their entirety.

36. Plaintiff was a non-exempt employee of Defendant Schulson who typically and regularly worked more than an ordinary forty-hour workweek schedule.

37. Defendant Schulson had oversight and discretion with regards to the payment of Plaintiff's wages, including overtime compensation, and made decisions concerning Defendant Schulson Collective's day-to-day operations, hiring, firing, promotions, personnel matters, work schedules, pay policies, and compensation.

38. Defendant Schulson directly or indirectly, directed, aided, abetted, and/or assisted with the creation and/or execution of policies or practices of Defendant Schulson Collective, which resulted in the failure to pay Plaintiff proper overtime compensation.

39. Defendant Schulson willfully and unlawfully failed to compensate Plaintiff in an amount equal to one and a half times his regular rate of pay for any and all hours that he worked in excess of his regular forty-hour workweek during one or more of those weeks.

40. Defendant Schulson knew that its policies, practices and procedures regarding Plaintiff's uncompensated overtime work violated the FLSA and thus, Defendant Schulson acted voluntary, deliberately, and with reckless disregard to Plaintiff's rights under the FLSA.

41. Defendant Schulson did not act in good faith when failing to pay Plaintiff proper overtime compensation, nor did Defendant Schulson have reasonable grounds to believe that their failure to pay Plaintiff proper overtime complied with the FLSA.

42. As a result of Defendant Schulson's violations of the FLSA, Plaintiff has suffered and will suffer those damages and losses set forth herein.

43. As a further result of Defendant Schulson's violations of the FLSA, Plaintiff is entitled to receive the amount of overtime compensation he is due, back pay, front pay, liquidated damages, attorney's fees, court costs, and prejudgment interest.

**COUNT III**  
**(VIOLATION OF THE PMWA—FAILURE TO PAY OVERTIME WAGES)**  
**PLAINTIFF v. DEFENDANT SCHULSON COLLECTIVE**

44. Plaintiff incorporates herein by reference the above paragraphs as if set forth herein in their entirety.

45. At all relevant times, Plaintiff was a non-exempt employee of Defendant Schulson Collective who typically and regularly more than an ordinary forty-hour workweek schedule.

46. Defendant Schulson Collective willfully and unlawfully failed to compensate Plaintiff in an amount equal to one and a half times his regular rate of pay for any and all hours that he worked in excess of his regular forty-hour workweek during one or more of those weeks.

47. Defendant Schulson Collective knew that its policies, practices and procedures regarding Plaintiff's uncompensated overtime work violated the PMWA and thus, Defendant Schulson Collective acted voluntary, deliberately and with reckless disregard to Plaintiffs rights under the PMWA.



48. Defendant Schulson Collective did not act in good faith when failing to pay Plaintiff proper overtime compensation, nor did Defendant Schulson Collective have reasonable grounds to believe that their failure to pay Plaintiff proper overtime complied with the PMWA.

49. As a result of Defendant Schulson Collective's violations of the PMWA, Plaintiff has suffered and will suffer those damages and losses set forth herein.

50. As a further result of Defendant Schulson Collective's violations of the PMWA, Plaintiff is entitled to receive the amount of overtime compensation he is due, back pay, front pay, attorney's fees, court costs, and prejudgment interest.

**COUNT IV**  
**(VIOLATION OF THE PMWA—FAILURE TO PAY OVERTIME WAGES)**  
**PLAINTIFF v. DEFENDANT SCHULSON**

51. Plaintiff incorporates herein by reference the above paragraphs as if set forth herein in their entirety.

52. At all relevant times, Plaintiff was a non-exempt employee of Defendant Schulson who typically and regularly more than an ordinary forty-hour workweek schedule.

53. Defendant Schulson had oversight and discretion with regards to the payment of Plaintiff's wages, including overtime compensation, and made decisions concerning Defendant Schulson Collective's day-to-day operations, hiring, firing, promotions, personnel matters, work schedules, pay policies, and compensation.

54. Defendant Schulson directly or indirectly, directed, aided, abetted, and/or assisted with the creation and/or execution of policies or practices of Defendant Schulson Collective, which resulted in the failure to pay Plaintiff proper overtime compensation.

55. Defendant Schulson willfully and unlawfully failed to compensate Plaintiff in an amount equal to one and a half times his regular rate of pay for any and all hours that he worked in excess of his regular forty-hour workweek during one or more of those weeks.

56. Defendant Schulson knew that its policies, practices and procedures regarding Plaintiff's uncompensated overtime work violated the PMWA and thus, Defendant Schulson acted voluntary, deliberately and with reckless disregard to Plaintiffs rights under the PMWA.

57. Defendant Schulson did not act in good faith when failing to pay Plaintiff proper overtime compensation, nor did Defendant Schulson have reasonable grounds to believe that their failure to pay Plaintiff proper overtime complied with the PMWA.

58. As a result of Defendant Schulson's violations of the PMWA, Plaintiff has suffered and will suffer those damages and losses set forth herein.

59. As a further result of Defendant Schulson's violations of the PMWA, Plaintiff is entitled to receive the amount of overtime compensation he is due, back pay, front pay, attorney's fees, court costs, and prejudgment interest.

**COUNT IV**  
**(UNJUST ENRICHMENT)**  
**PLAINTIFF v. DEFENDANT SCHULSON COLLECTIVE**

60. Plaintiff incorporates by reference paragraphs the above paragraphs of this Complaint as if fully set forth in their entirety.

61. Plaintiff conferred a benefit on Defendant Schulson Collective by providing labor and services to Defendant Schulson Collective on a weekly-basis, including, but not limited to, labor and services rendered in excess of Plaintiff's regular forty-hour workweek.

62. Defendant Schulson Collective not only appreciated Plaintiff's benefit, but Defendant Schulson Collective required Plaintiff to work in excess of his regular forty-hour workweek.

63. Thus, it would be inequitable for Defendant Schulson Collective to retain the benefit of Plaintiff's overtime work without paying the value of the benefit, as mandated under the FLSA and PMWA.

64. Under the doctrine of unjust enrichment, Plaintiff is entitled to receive the amount of overtime compensation he is due, and any other equitable remedy that the Court deems necessary and just.

### **RELIEF**

WHEREFORE, Plaintiff seeks damages and legal and equitable relief in connection with Defendants' unlawful conduct, and specifically prays that the Court grant the following relief to the Plaintiff by:

- (a) declaring the acts and practices complained of herein to be in violation of the FLSA;
- (b) declaring the acts and practices complained of herein to be in violation of the PMWA;
- (c) enjoining and permanently restraining the violations alleged herein;
- (d) entering judgment against Defendants and in favor of the Plaintiff in an amount to be determined;
- (e) entering judgment against Defendants, jointly and severally, to compensate, reimburse, and make Plaintiff whole for any and all pay and benefits he

would have received but-for Defendants' illegal action, including, but not limited to, back and front pay, and prejudgment interest;

- (f) awarding liquidated damages to Plaintiff under the FLSA;
- (g) awarding Plaintiff such other damages as are appropriate under the FLSA, the PMWA, and Pennsylvania common law;
- (h) awarding Plaintiff the costs of suit, expert fees and other disbursements, and reasonable attorney's fees; and,
- (i) granting such other and further relief as this Court may deem just, proper, or equitable including other equitable and injunctive relief providing restitution for past violations and preventing future violations.

CONSOLE MATTIACCI LAW, LLC



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*Attorneys for Plaintiff*

Dated: June 19, 2019